DOCUMENT RESUME

ED 297 812 JC 880 357

TITLE Employment Agreement between the County of Ulster and the Ulster County Community College Faculty Association, September 1, 1987 to August 31, 1990.
INSTITUTION Ulster County Community Coll., Stone Ridge, N.Y.
PUB DATE [87]
NOTE 19p.; Part of a collection of bargaining agreements compiled by the National Education Association.
PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC01 Plus Postage.
DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Personnel Policy; Teacher Dismissal; Teacher Salaries; Two Year Colleges; Unions
IDENTIFIERS National Education Association; *NEA Contracts

ABSTRACT

The employment agreement between the County of Ulster and the Ulster County Community College Faculty Association is presented, covering the period between September 1, 1987 and August 31, 1990. The six articles in the agreement set forth provisions related to: (1) recognition of the bargaining unit; (2) salaries and work load, including overload rates, teaching load and instruction, and minimum salaries; (3) professional development leave, including funding of professional travel; (4) other benefits, including life insurance, liability protection, retirement programs, health insurance, sick leave and sick leave bank, personal leave, maternity leave, jury duty and court appearances, promotion, reduced-time appointments, sabbatical leave, long-term disability, termination due to budget or program curtailment, academic freedom, academic calendar, class size, course preparations, service on college committees, summer session contract protections, access to personnel files, selection of division and department chairpersons, office space and equipment, meeting times and use of facilities, access to information, evaluation procedures, and tuition waivers; (5) grievance procedures; and (6) miscellaneous items. (EJV)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED297812

EMPLOYMENT AGREEMENT BETWEEN THE COUNTY OF ULSTER AND THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

September 1, 1987 to August 31, 1990

BEST COPY AVAILABLE

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CE RIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

X This document has been reproduced as received from the person or organization originating it.

☐ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

SC 880 357

EMPLOYMENT AGREEMENT 1987-90 BETWEEN THE COUNTY OF ULSTER AND THE ULSTER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION.

ARTICLE I

Section 1. The County of Ulster, hereinafter referred to as the "County," and the Ulster County Community College Faculty Association, hereinafter referred to as the "Association," do hereby enter into the following collective bargaining agreement, becoming effective as of September 1, 1987.

Section 2. The County agrees that the Association shall be the sole and exclusive representative of a unit comprising full-time professional teaching staff holding academic rank for the purpose of collective bargaining and grievances.

Section 3. Subject to all provisions of Article 14 of the Civil Service Law and the penalties thereunder, the County shall deduct from the wages of employees regular membership dues and other authorized deductions for those employees that signed such authorization permitting such payroll deductions and to remit said deductions to the Association monthly. The County agrees, that for as long as 80% of the eligible employees maintain membership as active dues paying members in the Ulster County Community College Faculty Association, to adopt an "Agency Fee" for the other eligible unit employees. Said adopted "Agency Fee" shall conform to Chapter 677 and 678 of The Laws of 1977 of the State of New York and Article 14, Section 208 of the Civil Service Law.

Section 4. The County agrees that the Association shall continue its period of unchallenged representative status for the maximum period of time as described in Article 14, Section 208 of the Civil Service Law, subject, however, to all other provisions of said article.

Section 5. The Ulster County Community College Faculty Association hereby affirms that it does not assert the right to strike or conduct work stoppages or slowdown, or to impose an obligation to conduct, assist, or participate in a strike, work stoppage, or slowdown, upon its officers or members.

ARTICLE II

SALARIES AND WORK LOAD

Section 1. Effective September 1, 1987, and for the remaining years of the contract, salary increases will consist of two components: a fixed dollar amount and an amount proportional to an individual faculty member's base salary. The fixed dollar amount is to be calculated by applying 1/2 (one-half) of the percentage increase for a contract year to the total of the basic annual salaries for all faculty members covered by this contract as of

August 1st of the prior contract year, and dividing the result by the number of such faculty. The second component is to be calculated by applying 1/2 (one-half) of the percentage increase for a contract year directly to each such faculty member's base annual salary.

Effective September 1, 1987, the percentage increase will be 5 1/2%
Effective September 1, 1988, the percentage increase will be 6%
Effective September 1, 1989, the percentage increase will be 6%

Division Chairpersons shall each receive an annual stipend of $2,000 in addition to their regular teaching salary.

A sum of $4,000 for each year of the agreement is to be allocated for stipends for Department Chairpersons. Allocation to be worked out between the Faculty Association and the College Administration.

Section 2. Overload Rates

For intersession, summer sessions and overload beyond the regular teaching load as provided for in this agreement, the compensation rate shall be as follows:

TITLE

Instructor	$415
Assistant Professor	$430
Associate Professor	$445
Professor	$460

Section 3. Teaching Load and Instruction

Faculty members shall be assigned a teaching schedule of up to 30 semester hours of lecture, or a combination of laboratory and lecture, up to 30 per academic year.

Laboratory hours will be equated on a four for three ratio (four contact hours equal three lecture hours).

Each English faculty member will have a reduced load of six hours per year for designated administrative responsibilities in the area of English.

The Nursing Division Chairperson and the President or his designee may grant nursing faculty an additional one hour of lab time for special instructional preparation purposes for each four hours of clinical lab.

Faculty members will, upon the request of the College administration, advise up to 25 student advisees without additional compensation. If requested to advise in excess of 25 students, a

faculty member will have his/her workload reduced or be paid overload as follows:

Equal to or more than	Less than	
25.5	34.5	advisees - 1/2 semester hour
34.5	44.5	advisees - 1 semester hour
44.5	54.5	advisees - 1 1/2 semester hours
54.5	64.5	advisees - 2 semester hours
64.5	74.5	advisees - 2 1/2 semester hours
74.5		advisees - 3 semester hours

Section 4. Minimum Salaries

Minimum starting salaries within rank shall be as follows:

Instructor	$18,000
Assistant Professor	$20,000
Associate Professor	$22,000
Professor	$24,000

ARTICLE III

PROFESSIONAL DEVELOPMENT LEAVE

Section 1. Professional Travel

The employer will provide a fund during each year of this contract for professional travel. Past practice regarding substitute instructors will continue. All such travel must have the prior approval of the President of the College or his designee.

The professional travel fund amounts in this article are fixed in the following amounts for the years stated:

1987-88	$12,500.00
1988-89	$13,000.00
1989-90	$13,500.00

Reimbursement for allowable expenses upon return from professional travel will be at the rates shown below.

1. Use of private vehicle (when College vehicle is unavailable) - the maximum reimbursement for mileage allowed by the Internal Revenue Service.

2. Meals: Breakfast - $3.00
   Lunch - $4.00
   Dinner - $8.00

3. Lodging - at a rate approved in advance by the President or his designee based on prevailing rates of individual conference.

Departure from the above guidelines to allow proper representation for the College in certain circumstances may be approved by the Dean of Instruction.

Section 2. Professional Development Leave

One year leaves of absence for professional development shall be granted without pay. Each faculty member on leave is guaranteed his or her seniority and position upon return to Ulster County Community College. Faculty members will continue to accrue salary increases while on leave; however, no other benefits shall accrue to a faculty member while on such leave. All leaves shall be subject to the approval of the Board of Trustees of Ulster County Community College.

Section 3. Other Leaves

Leaves of absence for other than professional development may be granted by the Board of Trustees of the College. Each faculty member on leave is guaranteed his or her seniority and position upon return to Ulster County Community College. No salary increases or benefits shall accrue to a faculty member while on such leave; however, those individuals who are granted a medical leave will have their salary adjusted upon their return to full-time status in accordance with salary increases given to other members of the bargaining unit.

ARTICLE IV

OTHER BENEFITS

Section 1 Life Insurance

The employer shall provide, without cost to the faculty members, group life insurance protection providing payment to the faculty member's designated beneficiary an amount equal to two times his/her annual salary. Provided the approval of the carrier can be obtained faculty members will be allowed to purchase, through payroll deductions, additional amounts of group life insurance for themselves.

Section 2. Liability Protection

The employer will provide, without cost to faculty members, a minimum of $1,000,000.00 comprehensive liability insurance for each covered occurrence or accident resulting from the assigned or authorized duties of the position on or off campus.

Section 3. Retirement Programs

A faculty member must join the New York State Employees' Retirement System, the New York State Teachers' Retirement System, or the Teachers' Insurance Annuity Association. The employer agrees to make full contribution at the present rate as required by law.

Early Retirement: A faculty member with a minimum of 10 years of full-time service may elect to retire early when the sum of the faculty member's age and years of service at the College is at least 70. The application for early retirement must be made by January 1, 1988, for early retirement at the end of the 1987-1988 contract year or prior to the start of the spring semester 1989 and by January 1, 1989, for early retirement at the end of the 1988-1989 contract year.

A faculty member who retires early will receive a payment based on the annual amount to be saved by replacing the faculty member with an instructor for the number of years the faculty member would otherwise have worked until reaching age 65. The annual savings is to be determined by subtracting from the faculty member's annual salary at the time of retirement the minimum salary for an instructor. The faculty member will be paid a lump sum equal to 25% of this annual savings for each year of early retirement. For this calculation, two semesters will equal one year. This payment plus pay for accrued sick leave may not exceed the faculty member's annual base salary at the time of retirement.

Section 4. Health Insurance

Effective with the 1987-88 agreement, the County will provide for a health, dental and vision care plan providing benefits in accordance with the carrier contracts and the applicable schedules therein.

Faculty members will not be required to contribute to the premium costs of the dental or vision care plans or for individual coverage under the health plan. They will, however, pay $100 yearly toward the premium cost for dependent coverage. The $100.00 yearly payment may be paid, at the option of the faculty member, either in a single payment prior to October 1st of each year of the extension, or through payroll deductions over a ten-month period.

Those faculty members who have health coverage elsewhere may opt out of the County Health Plan; the County will pay $1,000 yearly to the member selecting this option. Those who elect to opt out of health insurance coverage will receive the $1,000 in monthly payments (i.e. $1,000 divided by 12 months). Faculty members may opt to return to the Health Insurance Coverage on the first day of any month after a 5 day advanced notice. Any member who takes this option shall be reinstated in the County Plan on the first of the month following election to rejoin.

The parties agree that the County shall have the right to substitute through a carrier of their choice (or become self-insured) for the health insurance coverage indicated in the paragraph above. In doing so, however, the County will provide the Faculty Association with at least 90 days notice of the effective date of such change. The Faculty Association shall review and study any changes to the benefits of said proposed plan which shall be equal to or better than the coverage currently provided by the health carrier.

Clarification:

- Pre-Certification and Concurrent Review of Hospital Stays
- Mandatory Second Surgical Opinion Program
- Targeted Out-patient Surgery Program

Specifically as Per Model:

Room & Board	Same as current plan with a pre-admission review program for all non-emergency hospital admissions.
Mental & Nervous Conditions	Covered in full up to three hundred sixty-five (365) days with a concurrent psychiatric review program.
Ambulatory Surgery	Paid at 100% if done on an out-patient basis. If in-patient surgery certified by physician, paid at 80%; otherwise 50%.
Second Surgical Opinion	Opinion paid at 100% for certain mandated procedures. If second opinion is not obtained, surgery paid at 50%.
Deductible	$75. per individual/$225. per family.
Coinsurance	80% of Reasonable & Customary: maximum out of pocket $475 of R & C and deductible.
Maximum Benefit	$1,000,000.00 per lifetime.

Section 5. Sick Leave and Sick Leave Bank

Faculty shall earn sick leave at a rate of twelve (12) days per academic year. Sick leave shall be credited at the beginning of each academic year with accumulation up to 165 days, and each faculty member will receive a monthly accounting of his/her accumulation. The administration may require a doctor's

certificate after five (5) days absence.

Each faculty member may contribute two (2) days from his sick leave accumulation reserve at the beginning of each of his/her first three (3) years of service at Ulster County Community College, and the employer will contribute one (1) day, for a total of three (3) days per faculty member per year, a total of nine (9) days for the three year period. These days will be placed in a "sick leave bank" which shall be established to aid faculty members who suffer prolonged illness and whose sick leave accumulation has been exhausted. This sick leave bank shall accumulate to a maximum total of 500 days.

A faculty member with three (3) years or less at the College may be permitted, on written application and adequate justification, to draw up to forty (40) days against the bank after his own accumulation has been exhausted.

A faculty member with more than three (3) years of service at the College may be permitted, on written application and adequate justification, to draw up to ninety (90) days against the bank after his own accumulation has been exhausted.

Faculty members with more than three (3) years of service at Ulster County Community College are entitled to contribute up to three (3) days of their sick leave during each year of this contract toward the sick leave bank. Only faculty members who have contributed to the sick leave bank shall be entitled to draw therefrom.

The Association will encourage qualified faculty members to cover a colleague's classes in the event of the latter's absence due to illness. When a faculty member agrees to "cover" a colleague's classes in the event of the latter's absence due to illness, sick leave days will be credited to the substitute's individual account in the bank in proportion to the classes taught. For the purpose of computing the number of days to be credited, three (3) class hours "covered" shall equal one day's credit.

The executive committee of the Faculty Association and the Employee Benefits Administrator will assist in the administration of this sick leave bank.

Forty-five percent (45%) (sixty percent (60%) for faculty members employed prior to September 1, 1980) of unused sick leave may be converted into cash payments at the time of termination of service due to death, retrenchment, or voluntary termination of service under any of the following conditions:

1. Having reached age 55.

2. Having had 20 years of full-time equivalent service with the College.

3. Having reached an age, which when added to his/her full-time equivalent years of service totals at least 65.

In lieu of cash payment, all or any portion of the amount stipulated above may be used for the payment of health insurance premiums. Unused sick leave may not exceed a faculty member's maximum accumulated sick leave.

Section 6. Personal Leave

Faculty members shall be entitled to five (5) days personal leave without loss of pay during each ten-month academic year. Notification of intended use of personal leave must be received by the Dean of Instruction within 48 hours in advance of leave time except in case of emergency.

Section 7. Maternity Leave

A. Maternity leaves shall be granted by the President of the College for a period not to exceed one academic year. Upon recommendation of the President, the Board of Trustees may grant extensions of such leave.

B. Such leave shall be without pay. Sick leave shall not be granted for maternity purposes.

C. A pregnant faculty member shall be permitted to continue employment provided that, at the request of the President of the College, she may be required, after the fourth month of pregnancy, to submit a monthly statement from her attending physician indicating her physical capabilities of performing all the duties of her position.

D. A faculty member on maternity leave shall be permitted to terminate her leave at any time after confinement provided that she produce a statement from her attending physician indicating her physical capability to perform all the duties of her position.

E. Except in cases when it would be impossible to do so, the faculty member may be expected to give 30 days notice of departure or return.

Section 8. Jury Duty and Court Appearances

Any faculty member scheduled for jury duty, or for whom it is necessary to appear as a witness in Court or at a hearing before a governmental agency, shall be excused from his professional responsibilities, without loss of pay or leave credits, to allow such participation. Any compensation received during this period of excused civil service shall be remitted to the College by the

faculty member.

Section 9. Promotion Procedure

The Dean of Instruction will submit his recommendations to the President of the College who will then submit his recommendations to the Board of Trustees for their approval or disapproval.

If the President of the College or the Board of Trustees fail to approve a promotion, the appropriate party shall supply the individual with a written justification for this action.

The President may make up to a maximum of eight promotions each year during the term of this agreement. In addition, merit promotions may be recommended by the President.

Each promotion from one rank to another will be accompanied by an increase in salary in accordance with the following schedule:

	1987-90
Instructor to Assistant Professor	$ 800.00
Assistant Professor to Associate Professor	$ 900.00
Associate Professor to Professor	$1000.00

Section 10. Reduced Time Appointment

A faculty member with continuing appointment may request a reduction of up to 50% in teaching load for an academic year. If the reduction requested is 50%, the faculty member may further request that the reduction take the form of one semester with a full teaching load and one with no teaching load.

The request for a reduced-time position for an academic year must be submitted to the President of the College by January 1 of the preceding academic year. There is no limit to the number of times a faculty member may request a reduced-time position. All requests must be approved by the Board of Trustees. The faculty member will be notified of the Board of Trustees' decision not later than April 1.

Faculty members with reduced-time positions will continue to accrue salary increases. The salary received by a faculty member, and sick and personal day allowances, will be reduced by the percentage reduction in teaching load. The College's contribution to Social Security and the faculty member's retirement plan will be based on the salary received. The College will provide full Health Insurance coverage (including Dental and Vision) under the County plan elected by the faculty member. If Life Insurance coverage is available to the faculty member by the insurer, the College will reduce its contribution for this coverage by the percentage of reduction in base salary. The faculty member may elect to pay the

balance required to maintain full coverage based on his annual salary if permitted to do so by the insurer.

Faculty members with reduced-time positions will not be eligible for promotions, sabbaticals, overload, reduced load, or chairperson positions. The number of advisees for which a faculty member will be responsible will be reduced by the percentage load reduction. Faculty members will continue to participate in all College, Division and Department activities during the semesters in which they are teaching, and they may serve on College committees. Faculty members will attend at least the first and last faculty meetings of any semester in which they teach. They will also work at registration for any semester in which they teach. Faculty members teaching in the spring semester will attend graduation.

Section 11. Sabbatical Leave

Provided an adequate number of candidates meet the duly established criteria, three faculty members shall be granted sabbatical leave in each year of this contract.

Section 12. Payment During Sabbatical Leave

1. Half (1/2) salary for one full year or full salary for half (1/2) year.

2. Negotiated increases shall accrue during leave

Section 13. Long-Term Disability

The employer will provide the total premium cost of long-term disability insurance. The vendor of this insurance will be determined by the College provided the conditions and coverage are equal to or exceed the TIAA policy currently in force.

Section 14. Termination Due to Budget or Program Curtailment

The services of any member of the faculty may be terminated in the event of financial or program retrenchment. If the President anticipates that such retrenchment may be necessary, he shall consult with the appropriate division chairperson and department chairperson and two officers of the Faculty Association concerning the policy to be followed in the reduction of staff; and in cases where reduction of staff is necessary, the faculty member involved shall receive notice as far in advance as possible.

Section 15. Academic Freedom

As a member of his community, the Faculty member has the rights and obligations of any citizen. He/she measures the urgency of these

obligations in the light of his/her responsibilities as a citizen engaged in a profession that depends upon freedom for its health and integrity. The Faculty member has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Section 16. Academic Calendar

Copies of all proposed academic calendars for each year shall be submitted to the Ulster County Community College Faculty Association for its recommendation at least one month prior to the date when the final calendar is to be selected.

Section 17. Class Size

Maximum class size shall be recommended to the President by the Dean of Instruction after consulting with the Division Chairperson, the Department Chairperson, and the Faculty Association.

Section 18. Course Preparations

There shall be a maximum of three preparations per semester. More assignments than three will require mutual agreement between the instructor and the administration.

Section 19. Service on College Committees

Service on College committees by faculty members will be voluntary. The Faculty Association agrees that it will encourage service on such committees by its membership.

Section 20. Summer Session Contract Protections

The tentative summer session schedule of course offerings and staffing shall be published by April 1st. Final assignments will be made subject to enrollment after registration.

Section 21. Access to Personnel Files

There shall be one personnel file maintained by the administration which may be seen at a mutually agreeable time by the faculty member. Confidential reference letters contained in the file will not be reviewed by a faculty member. The faculty member shall have the right to photocopy, at his own expense, the contents of his file, except confidential reference letters. The personnel file shall not leave the custody of the College administration.

Section 22. Selection of Division Chairpersons and Election of Department Chairpersons

Division Chairpersons will be selected by the President of the College but Association representatives will be consulted prior to such selection. If a person is hired from outside, the faculty in the division will also be consulted.

Department Chairpersons will be elected by a procedure devised by the President. It is agreed that the normal term for Division Chairpersons and Department Chairpersons shall be for a period of two (2) years. A period of other than two (2) years must have the approval of the Faculty Association.

Section 23. Office Space & Equipment

The President of Ulster County Community College Faculty Association will be provided with office space. The Ulster County Community College Faculty Association will bear the expense of phone installation and maintenance.

Section 24. Meeting Time and Use of Facilities

The Faculty Association will be granted one meeting a month to be scheduled on the College calendar. A room will be provided by the College to hold such meetings. Additional meetings at the College must have the approval of the President or his designee. Such meetings do not excuse faculty members from their normal scheduled duties. The College will provide the Faculty Association with a bulletin board, reasonable use of the College mail service and use of duplicating machines and typewriters, when not in use and subject to the approval of the Dean of Administration.

Section 25. Access to Information

The President of the College shall make available to the Ulster County Community College Faculty Association, upon request, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this agreement which are reasonably and normally considered public.

Section 26. Evaluation Procedures

A. The right to develop faculty evaluation procedures shall continue to be reserved to the President of the College subject to approval by the Board of Trustees.

However, before any change in such procedures is finally implemented or new procedures finally adopted, the Association

will be informed in writing of such change. The Association may within twenty (20) days of receipt of such notice request a meeting with the President to present its reaction. If the Association is dissatisfied with the outcome of such meeting, it may submit (in writing) its position to the Board of Trustees.

B. Once adopted, such procedures will be applied in an equitable manner and will provide a minimum of two (2) written evaluations during each full academic year for probationary faculty members and provide some form of faculty involvement.

C. Alleged applications of such procedures in an arbitrary or capricious manner may be processed through the grievance procedure in Article V of this agreement. No arbitration award resultant from this provision shall have the effect of granting continuing appointment to any faculty member who would not otherwise be recommended for continuing appointment.

D. The final decision to recommend that a faculty member not be granted continuing appointment shall not be grievable. However, if said decision is made during the final year of the probationary period, the faculty member so affected will be granted upon request, a review of the decision in person before the Board of Trustees and may elect to be represented by the Association.

Section 27. Tuition Waiver

Tuition for courses offered by Ulster County Community College will be waived for all persons covered by this agreement, as governed by the college handbook.

ARTICLE V

GRIEVANCE PROCEDURE

1. Purpose - it is the policy of the College and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

2. Definitions -

(a) A "Grievance" is any alleged violation of this agreement or any dispute with respect to its meaning

or application.

(b) A "Teacher" is any person in the unit covered by this agreement.

(c) An "Aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, or the Association.

3. Submission of grievance -

(a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

(b) Each grievance shall be submitted in writing on a form approved by the College and the Association and shall identify the aggrieved party; the provision of this agreement involved in the grievance; the time when and the place where the alleged events or conditions constituting the grievance existed; if known, the identity of the person responsible for causing such events or conditions; a general statement of the grievance; and redress sought by the aggrieved party.

(c) A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

(d) A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Dean of Instruction. The Association may submit any grievance.

4. Grievance Procedure -

(a) The Dean of Instruction shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Dean of Instruction or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the President.

(b) The President or his designated representative and a committee appointed from the Board of Trustees shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of their position with respect to it no later than two weeks after it is received by the President.

(c) In the event the Association is not satisfied with the

determination with respect to a grievance in 4 (b), it may, within fifteen (15) days after receiving the determination, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the President.

5. (a) Upon receipt of the names of the proposed arbitrators, a designee of the President and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

(b) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement. The decision of the arbitrator shall be final and binding upon both parties.

(c) The cost of all proceedings, including arbitration, will be borne equally by the College and the Association.

(d) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available, unless otherwise permitted by law.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1. Subject to the provisions of Chapter 392 of the Laws of 1967, this agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

Section 2. If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3. It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law or providing the additional

funds therefore shall not become effective until the appropriate legislative body has given approval.

Section 4. Ulster County Community College is an equal opportunity employer and shall not discriminate against any person because of race, color, religion, sex, age, marital or parental status, handicap, or national origin in any term or condition except as such condition may constitute a bona fide occupational or assignment qualification.

Section 5. The following items are to be worked out between the Association and the administration of the College for each year of this contract:

1. Teaching load for division chairperson, department chairpersons, and for special projects.

2. Teaching load reductions for supervising cooperative education programs.

3. Additional remunerations for teaching at correctional facilities.

4. Remuneration for travel time to off-campus teaching centers.

5. Agreements for the teaching of non-credit courses as part of regular load or above the regular load.

SIGNATURE PAGE

September 1, 1987 to August 31, 1990

Dated: _____

For the County of Ulster

_____
Richard B. Matthews, Chairman
Ulster County Legislature

For the Faculty Association

_____

ERIC Clearinghouse for
Junior Colleges SEP 23 1988